

# Milbank

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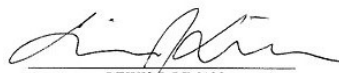
The Court accepts Version 2 of the revised Longstaff declaration.

**VIA ECF**

SO ORDERED.

Hon. Lewis J. Liman  
United States District Court, Southern District of New York  
Daniel Patrick Moynihan U.S. Courthouse  
500 Pearl Street  
New York, NY 10007

7/5/2020



LEWIS J. LIMAN  
United States District Judge

Re: *Financial Guaranty Insurance Company v. The Putnam Advisory Company, LLC*,  
No. 12-cv-7372 (S.D.N.Y.)

Dear Judge Liman:

We write in response to Plaintiff Financial Guaranty Insurance Company's ("FGIC") letter of today's date. (ECF No. 348.) FGIC does not dispute that Dr. Longstaff's challenged opinions are still relevant or that they are valid expert opinions. Rather, FGIC argues only that Putnam purportedly did not make the argument in its opposition to FGIC's motion to strike and thus waived it. (*Id.*) That is incorrect, as Putnam made the same argument in its opposition (ECF No. 340 at 9-10), and the Court noted as much in its ruling. (ECF No. 344 at 4 ("Plaintiff also moves to strike certain portions of Longstaff's declaration in which he responds to opinions previously proffered by Plaintiff's expert Fiachra T. O'Driscoll. Plaintiff notes that O'Driscoll is no longer offering the opinions to which Longstaff responds. ***Defendant responds that Plaintiff is still making the arguments to which Longstaff responds, but through its fact witnesses.***") (internal citation omitted and emphasis added).)

Respectfully submitted,

/s/ Thomas A. Arena  
Thomas A. Arena

cc: All Counsel of Record (via ECF)

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